

DEPARTMENT OF ENERGY PRINCETON SITE OFFICE

BUSINESS MANAGEMENT PROCEDURE

PROCEDURE 5-1

CONTRACT OVERSIGHT

FUNCTIONS, RESPONSIBILITIES AND AUTHORITIES PROCEDURE

REVISION 0

Caymond Kemble
Prepared By: Raymond Kimble, Business Management Team Leader
Approved By: Jerry Wm Faul, Manager, PSO

Date Issued: MAY 2006

ANNUAL REVIEW			
	Reviewer	<u>Date</u>	
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PRINCETON SITE OFFICE CONTRACT ADMINISTRATION

INTRODUCTION

The Princeton Site Office (PSO) of the Chicago Office (CH) is part of the Department of Energy's (DOE) integrated delivery system to provide value and benefits to its customers. Our customers include, but are not limited to, the research community at the Princeton Plasma Physics Laboratory (PPPL) who benefit for using our facilities, public and private sector partners who use our research facilities and ultimately the American People who benefit from the results of our DOE partnership. It is our goal to achieve results-oriented, cost-effective and environmentally sound and safe work-place management practices at the PPPL site.

The PSO has the direct responsibility for ensuring contractor compliance with our prime contract with Princeton University (DE-AC02-76CH03073). The goal of having clear definitions of functions, responsibilities, and authorities within this office are essential to ensure contract administration objectives are achieved in a cost efficient and cost effective manner.

II. OBJECTIVES

This procedure establishes contract oversight functions and defines lines of authority for PSO employees. It does not define the functions, responsibilities, and authorities for PPPL. Responsibilities covered in this procedure include those for the Manager, Princeton Site Office (PSO), the Environment, Safety and Health (ES&H) Team Leader, the Project and Engineering Management (PEM) Team Leader and the Budget Management (BM) Team Leader, and certain specific PSO staff members.

This document will be reviewed annually and updated as necessary.

III. SCOPE

Appendix A is the functions, responsibilities and authorities procedure with excerpts from the contract and provides a detailed listing of each PSO staff member's responsibility for effective contract oversight.

Appendix B is the delegation of responsibilities for applicable DOE orders.

IV. PSO ORGANIZATION

DOE line management flows from the Secretary through the Cognizant Secretarial Officers (CSOs) to the CH Manager, to the Princeton Site Office Manager, to Princeton University, the DOE Management and Operating Contractor that operates PPPL. See below for PSO's organization chart.

DOE-PSO ORGANIZATION CHART- FY2006

MANAGER'S TEAM (2)

Manager Jerry Wm. Faul (CO)

Administrative Assistant Sarah T. Stines

BUSINESS MANAGEMENT TEAM (4)

Business Management Team Leader Raymond M. Kimble (CO) (Lead Contract Specialist)

> Financial Specialist Brian Bozarth

Contract Specialist Sarah Lawson

Contract Specialist Kim Tafe

ENVIRONMENTAL, SAFETY, & HEALTH TEAM (3)

ES&H Team Leader Leif Dietrich (Lead Nuclear Safety Engineer)

Health Protection Specialist Deborah A. Niemenski

Environmental Engineer H. Allen Wrigley

PROJECT AND ENGINEERING MANAGEMENT TEAM (3)

PE&M Team Leader Gregory E. Pitonak, PE (Lead General Engineer)

> General Engineer Jeffrey Makiel

General Engineer Anthony Indelicato

APPENDIX A Revision April 2006 Contract Oversight Functions, Responsibilities and Authorities Procedure

Listed below are excerpts from the prime contract identifying **prime contractor responsibilities.** This document also names the PSO individual responsible for the contractor compliance.

ARTICLE C.1 - STATEMENT OF WORK

Scope of the Undertaking - PSO Staff

- (a) The Contractor shall ensure that personnel, facilities, equipment, materials, supplies, and services, (except such facilities, equipment, materials, supplies and services as are furnished by the Government), are available and together with all of the foregoing, shall perform in a quality, timely, and cost-effective manner the research, development, demonstration, training, technology transfer, education, and other activities in accordance with programs, plans and budgets including those proposed by the Contractor and approved by DOE. The Contractor shall perform all work in a manner that complies with applicable human health, safety and environmental regulations, laws, regulatory requirements, and any Federal Facility Agreements or consent orders.
- (b) Contractor agrees to establish and use to the maximum extent practicable, a performance based mgt. program in the management and operation of the laboratory.
 - (4) Environmental Restoration and Waste Management Jeff Makiel

The Contractor shall support the DOE's Environmental Restoration and Waste Management Program in accordance with DOE program guidance letters, and approved project baselines.

Waste Management:

Based on DOE funding guidance and other guidance documents, the *Contractor shall* provide responsive and complete waste management services for characterization, treatment and storage through the appropriate use of existing facilities, new facilities, other DOE facilities, and private sector capabilities.

The Contractor's short and long range plans and activities for treatment, storage and disposal must be coordinated and integrated with DOE's national waste management program and the DOE, EM and CH Strategic Plans.

The Contractor shall regularly review the plans for environmental restoration and waste management to identify technology needs and application/insertion points for technologies that can reduce costs and improve performance. The Contractor shall assure that technology development efforts are coupled with technology deployment initiatives and that practical deployment of PPPL developed technology to the commercial sector is a primary goal for technology development.

(5) Protection of the Worker, the Public and the Environment: - Leif Dietrich

The safety and health of workers and the public and the protection and restoration of the environment are fundamental responsibilities of the Contractor.

Accordingly, the Contractor shall:

- (i) Take the necessary actions, to prevent serious injuries and/or fatalities and prevent worker exposure and environmental releases in excess of established limits.
- (ii) Establish specific environmental, safety, and health performance indicators for activities which are the basis for measuring progress toward continuous improvement.

Establish clear environmental, safety, and health priorities and commitments and manage activities in proactive ways that effectively increase protection to the environment and to public and worker safety and health.

Reduce ES&H risks by identifying, prioritizing, and eliminating hazards from site activities.

Carry out all activities in a manner that complies with human health, safety and environmental regulations; minimizes wastes; and complies with applicable regulatory requirements and DOE Directives.

- (vi) Develop and implement an Integrated Safety Management System.
- (7) Technology transfer and Cooperation with Industrial Organizations Kim Tafe

The contractor shall contribute to U.S. technological competitiveness through research and development partnerships with industry that capitalize on the laboratory's expertise and facilities.

(8) Diversity - Ray Kimble

The *laboratory shall* create and maintain an environment that values diversity, fully utilizes the talents and capabilities of a diverse workforce and does not tolerate discrimination or harassment in any form. The *Contractor will* also strive to promote diversity in all of the laboratory's subcontracting efforts with consideration on the use of small businesses.

(9) International Collaboration - Greg Pitonak

In accordance with DOE policies, and in consultation with DOE, the *Contractor will* maintain a broad program of international collaboration in areas of research of interest to the laboratory and to DOE. This collaboration will be both in areas where DOE has formal international cooperation agreements which assign the Contractor a specific role, as well as in areas of general interest to the Laboratory's and DOE's research programs.

(10) General Assistance and Services - Raymond Kimble

The furnishing of such technical and scientific assistance (including training and other services, material, and equipment), which are consistent with and complementary to the DOE's and laboratory's mission under this contract, both within and outside the United States, to the DOE and its installations, contractors, and interested organizations and individuals, as may be authorized, in writing, by the Contracting Officer.

(11) Other Research and Development Work - Kim Tafe

The *laboratory shall* conduct research and development work for non-DOE sponsors which is consistent with and complementary

to the DOE's mission and the laboratory's mission under the contract, does not adversely impact or interfere with execution of DOE-assigned programs, does not place the facilities or laboratory in direct competition with the private sector, and for which the personnel or facilities of the laboratory are particularly well adapted and available, as may be authorized, in writing, by the Contracting Officer.

(12) Dissemination of Information - Raymond Kimble

The *laboratory shall* undertake activities pertaining to the dissemination of information relating to energy in general and laboratory programs in particular and the stimulation and encouragement of such work by employees of the Contractor and users of the laboratory, subject to the patent provisions and other applicable provisions of this contract.

(13) Management and Maintenance of Laboratory Facilities – Greg Pitonak

The Contractor is responsible for the operation, including management and maintenance, of the laboratory physical plant. This includes the planning in consultation with DOE, and the making of recommendations to DOE. The Contractor will provide for the design, engineering, construction, and alteration, by subcontract or otherwise, of such buildings, facilities, and utilities on the laboratory site and elsewhere as authorized or approved, in writing, from time to time by DOE. Before proceeding with other than design aspects of any project which the Contractor, acting in good faith, considers may reasonably be within the coverage of the Davis-Bacon Act (40 U.S.C. 276a and following). the Contractor shall obtain a written determination by the Contracting Officer as to the applicability of the Davis-Bacon Act to such project. When it is determined that the Davis-Bacon Act does cover a particular work project, the Contractor shall procure by subcontract the covered work in accordance with DOE approved procedures.

(14) Other Subcontracting - Ray Kimble

The Contractor shall, when directed by DOE and may, but only when authorized by DOE, enter into subcontracts for the performance of any part of the work under this clause.

(16) Energy Management - Greg Pitonak

The Contractor shall take all reasonable measures to improve the energy efficiency at the laboratory site.

(17) Performance-based Self Assessment Management System - PSO Staff

In accordance with Clause H.15, the Contractor will establish a performance-based self assessment management program.

- (b) General Responsibilities of the Parties.
 - (2) DOE's Responsibilities Greg *Pitonak, Leif Dietrich, Ray Kimble*DOE shall, subject to other provisions of this contract:
 - (i) Approve the Contractor's major policies and procedures affecting administration (such as finance, procurement, property, human resources, litigation management, employee protection, etc.), environmental, safety and health, and operation (such as maintenance, construction management, facilities, etc.) of the laboratory. Once these contractor policies and systems are approved, the DOE will perform oversight by performance based outcome evaluation and by using its business system review process. It is the intent of DOE not to duplicate oversight responsibility which appropriately resides in other federal agencies with statutory authority.
 - (iii) Recognize the need, in planning its budgetary and program actions, to consider the role, mission and long-range objectives of the laboratory as expressed in the Institutional planning and review process.
 - (iv) Plan its budgetary and program actions in consultation with the Contractor, with due recognition of the fact that sharp increases and decreases in funding may affect overall laboratory effectiveness.
 - (v) Recognize the need to provide the Laboratory with the facilities and equipment necessary for the effective execution of approved work.

- (vi) Keep the contractor advised.
- (vii) Conduct reviews of scientific program objectives and accomplishments and effectiveness of Laboratory management and consult with the Contractor regarding matters of mutual interest.
- (3) Contractor's Responsibilities:

In order to discharge its responsibilities under this contract, the *Contractor shall*, subject to other provisions of this contract:

- (iv) Develop long-range objectives for the laboratory; formulate and revise an annual Institutional Plan covering the proposed work to be conducted at the laboratory, together with master plans for staff and facilities required to carry out the recommended work; evaluate the programmatic accomplishments at the laboratory on a continuing basis; and assure that the efforts at the laboratory are consistent with the Institutional Plan and are directed toward programs that show the most promise and away from less promising programs which in the judgment of the Contractor should be reduced or eliminated.
- (v) Assure that the results of the scientific and engineering work performed at the laboratory and funded by DOE, other Federal agencies, or other sponsors for which an exception from full cost recovery has been made are fully and currently reported to DOE and/or the other sponsors, to the scientific and engineering community, to industry, and to the general public following internal review for quality and accuracy.
- (ix) Continue, except as otherwise agreed, to maintain the Laboratory as nearly as may be practicable, consistent with adequate direction and control by the Contractor, as a self-contained administrative unit.
- (x) Establish policies and objectives for cooperative research and educational programs between the scientific and technological community and the laboratory.

- (xi) Operate the laboratory's facilities and carry on its programs in a manner designed to protect the health and safety of its employees and the general public and to protect the environment.
- (xii) Assure the safety, operability, and functional adequacy of all laboratory facilities and systems and comply with applicable DOE quality assurance, health, safety and environmental standards.
- (xiii) Assure the safeguards and security of all laboratory facilities and systems and comply with DOE safeguards and security directives as directed by the Contracting Officer.
- (xiv) Manage the laboratory with prudent business judgment to support a creative and dynamic laboratory.
- (xv) Keep DOE informed on its major activities under this contract.
- (xvi) Recognize that appraisals are an integral part of DOE administration and be appropriately responsive to such reports and functional and programmatic appraisals conducted by DOE.
- (xvii)Cooperate in every reasonable way with individuals or groups whose expert or consultative services DOE may choose to use to review and evaluate the scientific, technical, or other aspects of the contract work.
- (xviii)Establish and maintain clear and effective operational, environmental, safety and health, and administrative policies and procedures covering the operation of the laboratory.
- (xix) Review and approve all laboratory budget proposals, staffing plans, plans for modifying existing facilities and programs, and plans for establishing new facilities and programs.
- (xx) Establish policies regarding the extent to which laboratory scientific facilities may be made available for use by persons other than the laboratory staff and to establish criteria and means for deciding priorities among the users of laboratory facilities. Whenever applicable, due consideration shall be given to the advice of the Laboratory's Program Advisory Committees.

(xxi) Encourage the training of students, teachers and other research personnel, including university-level students and faculty, at the laboratory as a means of broadening the training capabilities of the universities of the Northeast and of other educational institutions throughout the country for the purpose of increasing the total capability of the Nation for the training of research personnel.

- (xxii)Secure vigorous participation in the laboratory's programs by staff from other research institutions and industrial organizations, as appropriate, in a substantial and mutually beneficial manner.
- (xxiii) Assure that, when Laboratory development work has reached the point at which industry can be expected to carry it into productive use, information regarding such work is made generally available to industry.
- (xxiv)Select, manage and direct the employees at the laboratory, all of whom are employees of the Contractor, and provide the scientific, technical and managerial personnel necessary to maintain a comprehensive scientific laboratory and to perform the work under this contract.
- (xxv)Regularly assess the performance benefits of contracting out vs. in-house performance and report the results of these assessments to DOE.
- (4) Administration of Responsibilities of the Parties:

Unless DOE otherwise notifies the Contractor in writing, DOE's responsibilities under this contract shall be administered by the Manager, Princeton Site Office, the Chicago Office or designated representative. The Contractor shall keep the Contracting Officer advised of the names of persons authorized to represent it with regard to various matters.

C.2 - Plans and Reports - PSO Staff

The contractor shall submit periodic plans and reports.

H.2 - ADVANCE UNDERSTANDING REGARDING THE CONTRACTOR'S RESPONSIBILITY UNDER LEASE NO. DE-RL02-CH10328 - Greg Pitonak

The Government and The Trustees of Princeton University have entered into a Lease Agreement covering the premises designated as "C" and "D" Sites, Lease DE-RL02-CH10328. The said Lease provides for the payment by the Government to Princeton of an annual lease charge during each year of the term of the Lease. The *Contractor agrees* to comply with the terms and conditions of said Lease including the payment of the annual lease charge on behalf of the Government. Such charge, as the same may be adjusted from time to time pursuant to the terms of the Lease, shall for the purposes of this Contract be deemed an allowable fixed cost under this Contract. In connection with any activities in the performance of this contract or adherence to any Lease provision, the *Contractor agrees* to comply with applicable DOE Directives contained in Appendix I. Any inconsistencies between the provisions of the Lease, the Lease and other terms of this contract shall be resolved in accordance with Article 2.02 of Lease.

H.3 - LONG RANGE PLANNING, PROGRAM DEVELOPMENT AND BUDGETARY ADMINISTRATION - Jerry Faul

- (b) It is the intent of the Parties to develop annually an Institutional Plan covering a five-year period. Development of the Institutional Plan is the strategic planning process by which the Parties, through mutual consultation, reach agreement on the general types and levels of activity which will be conducted at the laboratory for the period covered by the plan. The Institutional Plan approved by DOE provides guidance to the laboratory for long range planning of programs, site and facility development, and for budget preparation. It also serves as a baseline for placement of work at the laboratory.
- (c) Work Authorization and Financing Brian Bozarth
 - (1) In accordance with the basic principles stated in paragraph (a) of this Clause, the Parties will utilize the procedures set forth in Appendix D, hereto attached and hereby made a part of this contract, for the development and presentation of work programs and budget estimates for the laboratory and preliminary agreements thereon; such Appendix may be modified from time to time to the extent that the Parties so agree, in writing, without the execution of a formal supplement to this contract.

(2) DOE approval of the program proposals and budget estimates will be reflected in work authorizations and financial plans developed, issued and revised in accordance with the procedures agreed upon under subparagraph (c)(1) above.

DEAR 970.70 AGREEMENTS TO PERFORM NON-DOE ACTIVITIES - Kim Tafe

Subject to the prior written approval of the Contracting Officer, and in compliance with applicable requirements imposed by the Contracting Officer pursuant to Clause I.79, Laws, Regulations and DOE Directives, the Contractor may, through the laboratory, perform non-DOE activities which are consistent with and complementary to the DOE's mission and the laboratory's mission under the contract. involving the use of laboratory equipment, facilities, or personnel. Such proposed work may be for non-Federal entities or other federal agencies. The request for such approval shall set forth, in detail, the nature of the outside work to be performed, the laboratory equipment, facilities or personnel required, and the financial and contractual arrangements proposed to pay for the cost of such work. The Contracting Officer shall consider such a request, being guided, among other factors, by the current or future needs of DOE's programs for the equipment, facilities, or personnel to be utilized in the performance of such outside work. Primary considerations in approving such work are that the proposed work will not place the Laboratory in direct competition with domestic non-Federal entities, will not adversely impact execution of the laboratory's assigned programs, and will not create a potentially detrimental future burden on commitment of DOE resources. If the Contracting Officer approves such a request, the Contractor and DOE shall agree upon the terms and conditions which would apply to such work. This agreement may provide for receipt by the Government of all or part of such sum as represents the payment to be received by the Contractor for such outside work; provided. however, that DOE may contribute the use of certain equipment. facilities, or personnel to the laboratory for the performance of such outside work if it determines that it desires to foster the activity in some measure. Except as otherwise approved by DOE, all articles of this contract shall be deemed to be applicable to the performance of such work. This Clause shall not be construed as amending or superseding the requirements of clause C.1, Statement of Work.

(b) The Contractor shall promptly advise the Contracting Officer of any advance notices of, or solicitations for, a major system acquisition

requirement received from other Federal agencies pursuant to FAR 34.005 which would logically involve DOE facilities or resources operated or managed by the Contractor. The *Contractor shall* not respond to or otherwise propose to participate in response to the requirements of such solicitations unless the Contractor has obtained written approval of the Contracting Officer.

H.15 - USE OF OBJECTIVE STANDARDS OF PERFORMANCE, SELF-ASSESSMENT AND PERFORMANCE EVALUATION - PSO Staff

- (a) The Parties agree that the Contractor will utilize a performance-based management system for laboratory oversight. The performance-based management system will include the use of clear and reasonable objective performance measures agreed to, in advance, as standards against which the Contractor's overall performance of scientific, technical, operational, and/or managerial obligations under this contract will be assessed.
- (b) The Contractor will conduct an on-going self-assessment process, including self-assessments performed at the laboratory, as the principal means by which the Contractor will evaluate its compliance with the performance measures which are contained in Appendix B.
- (c) The parties agree to utilize a process described in Appendix B to evaluate the performance of the laboratory reviewed annually and modified if necessary by agreement of the parties.

CLAUSE I.2 - FAR 52.203-2 - GRATUITIES (APR 1984) - Raymond Kimble

(a) The right of the contractor to proceed may be terminated.

CLAUSE I.3 - FAR 52.5203-5 - COVENANT AGAINST CONTINGENT FEES (APR 1984) - Raymond Kimble

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Subcontracts and Purchase Orders. Unless otherwise authorized by the Contracting Officer, in writing, the *Contractor shall* cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract.

CLAUSE I.4 - FAR 52.203-6 - RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) - Raymond Kimble

Except as provided in paragraph (b) below, the *Contractor shall* not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

- (b) The prohibition in paragraph (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this Clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

CLAUSE I.5 - FAR 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995) - Raymond Kimble

- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report, in writing, the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

CLAUSE I.6 - FAR 52.203-8 - CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) - J. Faul

- (a) The Government may:
 - (1) Cancel the solicitation; or
 - (2) Rescind the contract.

CLAUSE I.7 - FAR 52.203-10 - PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) - J. Faul

(a) The Government, at its election, may reduce the total cost and fee under a cost-type contract by the amount of:

CLAUSE I.8 - FAR 52.203-12 - LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) - Brian Bozarth

- (b) Prohibitions.
 - (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(c) Disclosure.

The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected for influencing or attempting to influence a covered Federal action;
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

Agreement. The *Contractor agrees* not to make any payment prohibited by this Clause.

CLAUSE 1.9 - FAR 52.204-4 - PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) - Jeff Makiel

In accordance with SECTION 101 of Executive Order 13101 of September 14, 1998, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards.

CLAUSE I.10 - FAR 52.209-6 - PROECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) - Kim Tafe

The Contractor shall require each proposed first-tier subcontractor, ...

CLAUSE I.11 - FAR 52.211-5 - MATERIAL REQUIREMENTS (AUG 2000) - Kim Tafe

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall be submitted to the Contracting Officer for approval.

CLAUSE I.12 - FAR 52.215-8 - ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997) - Jerry Faul

Any inconsistency.

CLAUSE I.13 - FAR 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) - Kim Tafe

- (a) Before awarding any subcontract shall require the subcontractor to submit cost or pricing data.....
- (b) The Contractor shall require the subcontractor to certify...
- (c) In each subcontract the Contractor shall insert.

CLAUSE I.14 - FAR 52.215-13 - SUBCONTRACTOR COST OR PRICING DATA – Modifications (OCT 1997) - Kim Tafe

(b) Before awarding any subcontract..

CLAUSE I.15 - FAR 52.219-8 UTILIZATION OF SMALL, BUSINESS CONCERNS (OCT 2000) - Kim Tafe

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

CLAUSE I.16 - FAR 52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - Kim Tafe

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

CLAUSE I.17 - FAR 52,219-16 - LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) - Kim Tafe

(a) "Failure to make a good faith effort....

CLAUSE I.18 - FAR 52.219-25 - SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999) - Kim Tafe

(b) Reporting requirement...

CLAUSE I.19 - FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) - Raymond Kimble

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

CLAUSE I.20 - FAR 52.222-3 - CONVICT LABOR (JUN 2003) - Raymond Kimble

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands.

ARTICLE 1.21 - FAR 52.222-4 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEPT 2000) - Raymond Kimble

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit them to work in excess of forty (40) hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for all hours worked in excess of forty (40) hours.
- (b) Payrolls and basic records.
 - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until three (3) years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The contractor or subcontractor shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (c) Subcontracts. The *Contractor shall* insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower- tier subcontracts. The *Contractor shall* be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

CLAUSE |.22 - FAR 52.222-11 - SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) (DEVIATION) - Ray Kimble / Greg Pitonak

- (a) The Contractor or subcontractor shall insert in any domestic construction subcontract the clauses entitled, "Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation", "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," "Subcontracts (Labor Standards)," "Contract Termination-Debarment," "Disputes Concerning Labor Standards," "Compliance with Davis-Bacon and Related Act Regulations," and "Certification of Eligibility," and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within fourteen (14) days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgement Form (SF1413) for each subcontract, including the subcontractor's signed and dated acknowledgement that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
 - (2) Within fourteen (14) days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

CLAUSE I.22A - FAR 52.219-19 - CHILD LABOR - COOPERATION AUTHORITIES AND REMEDIES (JUN 2004) - Kim Tafe

- (b) cooperation with authorities...
- (c) violations...
- (d) remedies...

CLAUSE I.23 - FAR 52.222-21 - PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) - Kim Tafe

(c) The Contractor shall include this clause in every subcontract and purchase order....

CLAUSE I.24 - FAR 52.222-26 - EQUAL OPPORTUNITY (FEB 1999) - Raymond Kimble and Kim Tafe

- (b) During performance of this contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the contractor shall, within thirty (30) days after contract award, apply to either the regional Office of Federal Contractor Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

The Contractor shall permit access to its premises during normal business hours by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The contractor shall permit the government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

- (10) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

CLAUSE 1.25 - FAR 52.222-29 - NOTIFICATION OF VISA DENIAL (JUNE 2003) - Kim Tafe

The Contractor shall notify the US Department of State when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believe the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

CLAUSE I.26 - FAR 52.222-35 - EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001) — Raymond Kimble

- (b) General.
 - (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans without discrimination based upon their disability or veterans' status in all employment practices such as:
 - recruitment, advertising, and job application procedures;
 hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) rate of pay or any other form of compensation;
 - (iv) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) leaves of absence, sick leave or any other leave;fring benefits available;selection and financial support for training;
 - (viii) activities sponsored by the Contractor; and

(ix) any other term, condition, or privilege or employment.

The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veteran's Readjustment Assistance Act of 1972 (the Act), as amended...

(c) Listing openings.

The Contractor shall immediately list all suitable employment openings that exist at the time of the execution of this contract.

The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans.

Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State system of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

- (e) Postings.
 - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall:
 - (i) state the rights of applicants and employees; and
 - (ii) be in a form prescribed by the Deputy Assistant Secretary for Federal Contract;
 - (2) The Contractor shall ensure that applicants or employees; and

The contractor shall notify each labor union.

(f) Subcontracts. The Contractor shall include the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

CLAUSE I.27 - FAR 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) - Raymond Kimble

(a) General.

- (1) The Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental handicap in all employment practices such as:
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.

These notices shall be posted in conspicuous places that are available to employees and applicants for employment.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities. (c) Subcontracts. The *Contractor shall* include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The *Contractor shall* act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

ARTICLE I.28 - FAR 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) - Raymond Kimble

- (a) The Contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (d) Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam Era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The

- (e) invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The *Contractor shall* include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

CLAUSE I.29 - FAR 52.223-5 - POLLUTION PREVENTION AND RIGHT TO-KNOW INFORMATION (AUG 2003) - Jeff Makiel

- (a) Executive Order 13148, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990(PPA) (42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the topic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section; the environmental management system as described.

CLAUSE I.30 - FAR 52.223-12 - REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995) - Allen Wrigley and Jeff Makiel

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

CLAUSE I.31 - FAR 52.224-1 - PRIVACY ACT NOTIFICATION (APR 1984) - Raymond Kimble

The Contractor will be required to design, develop, or operate a system of records on individuals to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

CLAUSE I.32 - FAR 52.224-2 - PRIVACY ACT (APR 1984) - Raymond Kimble

- (a) The Contractor agrees to:
 - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - (i) The system of records; and
 - (ii) The design, development, or operation work that the Contractor is to perform;
 - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
 - (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

CLAUSE I.33 - FAR 225-1-1 - BUY AMERICAN ACT - SUPPLIES (JUNE 2003) - Kim Tafe

- (b) The Buy American Act (41 U.S.C. 10 a 10d) provides a preference for domestic end products ...
- (c) The Contractor shall deliver only domestic end products, except ...

CLAUSE I.34 - FAR 52.225-9 - BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JUN 2003) - Kim Tafe

(b) (4) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b) (2) and (b) (3) of this clause.

CLAUSE 1.35 - FAR 52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000) - Kim Tafe/Greg Pitonak

The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo)...

The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

The Contractor agrees to insert the provisions of this clause, including this paragraph (c) in all subcontracts.

CLAUSE I.36 - FAR 52.223-10 - WASTE REDUCTION PROGRAM (AUG 2000) - Jeff Makiel

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

Consistent with the requirements of Section 701 of Executive Order 13101, the *Contractor shall* establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable federal, state, and local requirements.

CLAUSE I.37 - FAR 52.229-8 - TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) -Brian Bozarth/Kim Tafe

Any tax or duty from which shall not constitute an allowable cost under this contract.

If the Contractor or subcontractor under this contract...

CLAUSE I.38 - FAR 52.230-2 - COST ACCOUNTING STANDARDS (APR 1998) - Brian Bozarth

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR, Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall:
 - (1) CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose, in writing, the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs.
 - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this Clause, as appropriate.
 - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR, Part 9904, in effect on the date of award of this contract The *Contractor shall* also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
 - (4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this Clause, the Contractor is required to make to the Contractor's established cost accounting practices.
 - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this Clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

- (iii) When the Parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this Clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest ...
- (b) If the Parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR Part 9904 or a CAS rule or regulation in 48 CFR Part 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. This requirement shall apply only to negotiated subcontracts in excess of \$500,000 except ...

CLAUSE I.39 - FAR 52.230-6 - ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) — Brian Bozarth

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

(a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.) and other Contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

within sixty (60) days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52-230-5:

So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);

Include the substance of this clause in all negotiated subcontracts; and

Within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administrative office cognizant of the subcontractor's facility:

- (i) Subcontractor's name and subcontract number.
- (ii) Dollar amount and date of award.
- (iii) Name of Contractor making the award.
- (f) Notify the Contracting Officer, in writing, of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within thirty (30) days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher-tier subcontract or the prime contract appropriately.

(g) For subcontracts containing the CAS clause, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

CLAUSE I.40 - FAR 52.232-17 - INTEREST (JUN 1996) - B. Bozarth

CLAUSE I.41 - FAR 52.232-18 - AVAILABILITY OF FUNDS (APR 1994) - B. Bozarth

No legal liability on the part of the Government for any payment may arise until funds are made available.....

CLAUSE I.42 – FAR 52.232-24 - PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986) - Raymond Kimble

The assignment of claims is prohibited for this contract.

CLAUSE I.43 - FAR 52,233-1 - DISPUTES (DEC 1998) ALTERNATE 1 (DEC 1991) - Sarah Lawson

- (a) This contract is subject to the Contract Disputes Act....
- (d) (1) A claim by the Contractor shall be made in writing, and

CLAUSE I.44 - FAR 52,233-3 - PROTEST AFTER AWARDS (AUG 1996) ALTERNATE (JUNE 1985) - Sarah Lawson

(a) Upon receipt of a notice of protest...

CLAUSE I.45 - FAR 52.236-8 - OTHER CONTRACTS (APR 1984) - Kim Tafe

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The contractor shall fully cooperate...

CLAUSE I.46 - FAR 52.237-3 - CONTINUITY OF SERVICES (JAN 1991) - Sarah Lawson

(a) The contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that...

CLAUSE I.47 - FAR 52.242-1 - NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) - Brian Bozarth

Notwithstanding any other clause of this contract:

(1) The Contracting Officer may, at any time, issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence...

CLAUSE I.48 - FAR 52.242-13 - BANKRUPTCY (JUL 1995) - B. Bozarth

In the even the contractor enters into bankruptcy...

CLAUSE I.49 - FAR 52.244-5 - COMPETITION IN SUBCONTRACTING (DEC 1996) - Kim Tafe

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

CLAUSE 1.50 - FAR 52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003) - Kim Tafe

- (c) (1) the Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8 Utilization of Small Business Concerns;
 - (ii) 52.222-26 Equal Opportunity (APR 002) (E.O. 11246);
 - (iii) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36 Affirmative Action for Handicapped Workers with Disabilities (JUN 1998) (29 U.S.C. 793); and
 - (v) 52.247-64 Preference for Privately-Owned U.S. Flagged Commercial Vessels; (APR 2003) (46 U.S.C. 1241) (flowdown required in accordance with...
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

CLAUSE I.51 - FAR 52.247-1 - COMMERCIAL BILL OF LADING NEGOTIATIONS (APR 1984) - Sarah Lawson

The Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations,...

CLAUSE I.52 - FAR 52.247-63 - PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) - Kim Tafe

- (c) If available, the *Contractor* in performing work under this contract shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the *Contractor shall* include a certification on vouchers involving such transportation essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

I hereby certify that international air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):

[State reasons]:

(End of Certification)

(e) The *Contractor shall* include the substance of this Article, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

CLAUSE I.53 - FAR 52.247-64 - PREFERENCE FOR PRIVATELY-OWNED U.S.FLAG COMMERCIAL VESSELS (APR 2003) - Sarah Lawson/Kim Tafe

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

- (c) (1) The Contractor shall submit one legible copy of a rated onboard ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW Washington D.C. 20590. Subcontractor bills of lading shall be submitted through the prime Contractor.
 - (2) The Contractor shall furnish these bill of lading copies (i) within twenty (20) working days of the date of loading for shipments originating in the United States or (ii) within thirty (30) working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
 - (A) Sponsoring U.S. Government agency.
 - (B) Name of vessel.
 - (C) Vessel flag or registry.
 - (D) Date of loading.
 - (E) Port of loading.
 - (F) Port of final discharge.
 - (G) Description of commodity.
 - (H) Gross weight in pounds and cubic feet if available.
 - (I) Total ocean freight revenue in U.S. dollars.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract...
- CLAUSE I.54 FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANPORATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) Sarah Lawson
- (a) (1) The Contractor shall submit to the GSA...

CLAUSE I.55 - FAR 52.249-6 - TERMINATION (COST-REIMBURSEMENT)(SEP 1996); MODIFIED BY DEAR 970.4905-1 (DEC 2000) - Raymond Kimble

(a The Government may terminate performance of work under this contract in whole or, from time to time, in part. If...

CLAUSE I.57 - FAR 52.251-1 - GOVERNMENT SUPPLY SOURCES (APR 1984) (DEVIATION) - Kim Tafe/Raymond Kimble

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract.

CLAUSE I.58 - FAR 52.251-2 - INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991) - Sarah Lawson

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the *Contractor shall* be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

CLAUSE I.59 - FAR 52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) - Brian Bozarth

(b) The use in this solicitation or contact of any FAR or DEAR clause with an authorized deviation is indicated by...

CLAUSE I.60 - FAR 52,253-1 - COMPUTER GENERATED FORMS (JAN 1991) - Sarah Lawson

(b) Any data required on a Standard, Optional or agency unique form may be submitted on computer generated forms...

CLAUSE I.61 - DEAR 952.203-70 - WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) - Kim Tafe

The *Contractor shall* comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR Part 708...

The Contractor shall insert or have inserted the substance of this clause, including paragraph (b), in subcontracts, at all tiers, ...

CLAUSE I.62 - DEAR 952.204-71 - SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) - Kim Tafe

In connection with any activities in the performance of this Contract, the *Contractor agrees* to comply with the "Sensitive Foreign Nations Controls" requirements attached to this Contract, relating to those countries, which may from time to time, be identified to the Contractor by written notice as sensitive foreign nations.

The provisions of this Article shall be included in any subcontracts.

CLAUSE I.63 - DEAR 952.204-72 - DISCLOSURE OF INFORMATION (APR 1984) - Jerry Faul

It is mutually expected that the activities under this Contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this Contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing if and when classified information becomes involved, or in the mutual judgment of the parties it appears likely that classified information or material may become involved. The Contractor shall have the right to terminate performance of the work under this Contract and in such event the provisions of this Contract respecting termination for the convenience of the Government shall apply.

(b) The Contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.

(c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

CLAUSE I.64 - DEAR 952.204-75 - PUBLIC AFFAIRS (DEC 2000) - Jerry Faul

- (a) The contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding...
- (b) The contractor is responsible for the development, planning and coordination of proactive approaches...
- (c) The contractor's internal procedures must ensure that all releases of information are coordinated through, and approved by ...
- (d) The contractor must comply with established DOE procedures for obtaining advance clearances on...

Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and of communications with Members of Congress...

- In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and of activities or situations that may attract regional or national news media attention...
- In releases of information the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding...

APPENDIX B

Function, Responsibilities and Authorities Procedure

Designation of Responsibilities for Applicable DOE Directives for the Operation of the Princeton Plasma Physics Laboratory

DOE Order/Notice	Date	Title	Responsibility
O 110.3	11/03/99	Conference Management	S. Lawson
O 130.1	09/29/95	Budget Formulation Process	B. Bozarth
O 142.2	01/07/04	Safeguards Agreement and Protocol with IAEA	G. Pitonak
O 142.3	06/18/04	Unclassified Foreign Visits and Assignments	K. Tafe
O 151.1C	11/02/05	Comprehensive Emergency Management	G. Pitonak
O 200.1	09/30/96	Information Management Program	R. Kimble
N 203.1	10/02/00	Software Quality Assurance	K. Tafe
O 205.1	03/21/03	Department of Energy Cyber Security Management	K. Tafe
N 205.2	11/01/99	Foreign National Access to DOE Cyber Systems	K. Tafe
N 205.3	11/23/99	Password Generation, Protection and Use	K. Tafe
N 205.4	03/18/02	Handling Cyber Security Alerts and Advisories	K. Tafe
N 205.8	02/11/04	Cyber Security Requirements for Wireless	K. Tafe
N 205.9	02/19/04	Certification and Accreditation Process for Information Systems Including National Security	K. Tafe
N 205.10	02/19/04	Cyber Security Requirements for Risk Management	K. Tafe
N 205.11	02/19/04	Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems Security	K. Tafe
N 205.12	02/19/04	Cleaning, Sanitizing, and Destroying Information System Storage Media, Memory Devices, and Other Related Hardware	K. Tafe
N 205.15	03/18/05	Extension of DOE Directives N 205.8, N 205.9, N 205.10, N 205.11, and N 205.12	K. Tafe

N 205. 16	09/15/05	Extension of DOE Directives N 205.2 and N 205.3	K. Tafe
O 221.1	03/22/01	Reporting Fraud, Waste and Abuse to the Office of Inspector General	B. Bozarth
O 221.2	03/22/01	Cooperation with the Office of the Inspector General	B. Bozarth
O 224.2	03/22/01	Auditing of Programs and Operations	B. Bozarth
	-	Audit Resolution and Follow-up Program	D. Dozaitii
<u> </u>		Accident Investigations	
O 226.1	09/15/05	Implementation of Department of Energy Oversight Policy	S. Lawson
O 231.1A Chg.1	08/19/03 06/03/04	Environment, Safety and Health Reporting	L. Dietrich
O 241.1A Chg.1	04/09/01 10/14/03	Scientific and Technical Information Management	G. Pitonak
O 251.1A	01/30/98	Directive System Order	B. Bozarth
		Extension of DOE N 481.1A	
		Extension of DOE Directives	
		Technical Standards Program	-
O 350.1	05/08/98	Contractor Human Resource Management	R. Kimble
Chg.1		Programs	T. Tambio
N 350.2	10/19/05	Supplemental Requirement for the Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C. area	R. Kimble
O 350.2A	10/29/03	Use of Management and Operating or Other Facility Management Contractor Employees Contractor Employees for Services to DOE in the Washington, D.C. area	R. Kimble
O 412.1A	04/21/05	Work Authorization System	B. Bozarth
O 413.1A	04/18/02	Management Control Program	G. Pitonak
O 413.3	10/13/00	Program and Project Management for the	G. Pitonak
Chg. 1	01/03/05	Acquisition of Capital Assets	
O 414.1C	06/17/05	Quality Assurance	L. Dietrich
O 420.1B	12/22/05	Facility Safety	L. Dietrich
O 430.1B	09/24/03	Real Property Asset Management	G. Pitonak
O 430.2A	04/15/02	Departmental Energy and Utilities Management	G. Pitonak
O 435.1	07/09/99 08/28/01	Radioactive Waste Management	L. Dietrich
Chg.1	00/20/01		
Chg.1 O 440.1A	03/27/98	Worker Protection Management for DOE Federal and Contractor Employees	L. Dietrich
Chg.1 O 440.1A		Federal and Contractor Employees Aviation Management and Safety	L. Dietrich
Chg.1 O 440.1A	03/27/98	Federal and Contractor Employees	
Chg.1 O 440.1A O 440.2B	03/27/98	Federal and Contractor Employees Aviation Management and Safety	L. Dietrich
Chg.1 O 440.1A O 440.2B	03/27/98 11/27/02 09/30/95 01/15/03	Federal and Contractor Employees Aviation Management and Safety Radiological Protection for DOE Activities	L. Dietrich L. Dietrich

O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management	L. Dietrich
O 470.2B	10/31/02	Independent Oversight and Performance Assurance Program	L. Dietrich
O 470.4	08/26/05	Safeguards and Security Program	L. Dietrich
O 471.3	04/09/03	Identifying and Protecting Official Use Only Information	K. Tafe
N 473.4	05/26/00	Department of Energy Badges	K. Tafe
		Security Conditions	14. 1410
	12/10/04	Counterintelligence Program	K. Tafe
O 481.1C	01/24/05	Work for Others (Non-Department of Energy Funded Work)	K. Tafe
0 482.1	01/12/01	DOE Facilities Technology Partnering Programs	K. Tafe
O 483.1	01/12/01	DOE Cooperative Research and Development Agreements	K. Tafe
O 522.1	11/03/04	Pricing of Departmental Materials and Services	B. Bozarth
O 534.1B	01/06/03	Accounting	B. Bozarth
		Priorities and Allocations Program	
	1	Official Foreign Travel	
O 1220.1A Ch. 1	04/09/92 06/28/92	Congressional and Intergovernmental Affairs	B. Bozarth
O 1450.4	11/12/92	Consensual Listening-In To or Recording	K. Tafe
O 5400.5	02/08/90	Radiation Protection of the Public and the	L. Dietrich
Chg.1	06/05/90	Environment	
Chg.2	01/07/93		
O 5480.19	07/09/90	Conduct of Operations Requirement for DOE	L. Dietrich
Chg.1	05/18/92	Facilities	
Chg.2	10/23/01		
O 5660.1B	05/26/94	Management of Nuclear Materials	L. Dietrich

O = Order N = Notice